

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

JOSEPH MANTHA, *on behalf of himself
and all others similarly situated,*

Plaintiff,

v.

QUOTEWIZARD.COM, LLC,

Defendant.

Civil Action No. 1:19-cv-12235-LTS

**JOINT REPORT REGARDING REDACTION OF REPORT AND
RECOMMENDATION AS TO CROSS MOTIONS FOR SUMMARY JUDGMENT AS
ORDERED BY THE COURT [ECF 254]**

Pursuant to the Court’s August 5, 2020 Electronic Order [ECF 254], Plaintiff Joseph Mantha (“Plaintiff”) and Defendant QuoteWizard.com, LLC (“QuoteWizard”) (together, the “Parties”) hereby respectfully report back to the Court that they have conferred as to redaction of the Court’s Report and Recommendation on the parties’ Cross Motions for Summary Judgment [ECF 201, 205] and have not come to an agreement. The parties’ respective positions are set forth below:

Plaintiff’s Position

Plaintiff does not believe that Defendant’s proposed redactions of standard contractual terms rise to the level required for redaction. Plaintiff does not believe any business harm would come to defendant from disclosure of those terms.

Defendant’s Position

QuoteWizard is requesting only very minimal redactions of the R&R, of direct quotations from contracts that were filed under seal either by Plaintiff, or by QuoteWizard with Plaintiff’s

assent: namely, quotations from the Drips Holdings, LLC contract filed under seal by Plaintiff (*see* ECF Nos. 194 and 196) and quotations from the RevPoint Media, LLC contract filed under seal by QuoteWizard with Plaintiff's assent (*see* ECF Nos. 198 and 200). Both documents were marked confidential under the parties' agreed-upon protective order and Plaintiff never challenged that designation.¹ The parties' protective order is Judge Sorokin's Default Protective Order in Complex Cases,² which provides that “[d]ocuments and information that either party in good faith believes are confidential may be produced in discovery with the designation ‘Confidential Pursuant to the Court’s Default PO.’ **Unless and until such designation is altered or removed by the parties’ agreement or by court order, a so-designated document may be accessed only by the parties’ outside counsel and the Court.**”

Thus, QuoteWizard requests that the direct quotations from these documents marked Confidential and filed under seal by Plaintiff and QuoteWizard be redacted from the R&R in accordance with the protective order. For ease of reference, QuoteWizard's counsel will send the proposed redactions to the Clerk for review by the Court.

Respectfully submitted,

Joseph Mantha,
By his attorney,

/s/ Edward A. Broderick
Edward A. Broderick
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¹ QuoteWizard has reciprocally agreed to keep a wide swath of Plaintiff's documents confidential. The Parties are bound by their agreed-upon protective order.

² <https://www.mad.uscourts.gov/boston/pdf/sorokin/LTS%20Standing%20Order%20re%20Default%20PO.pdf>.

QuoteWizard.com, LLC,
By its attorneys,

/s/ Christine M. Kingston

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Dated: December 10, 2021

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on this date.

Dated: December 10, 2021

/s/ Christine M. Kingston